Affidavit of Events

Come now, Paula Webber and Kenneth Sanders, your affiants, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states, both Paula Webber and Kenneth Sanders has firsthand knowledge of the facts stated therein and believes these facts to be true to the best of their knowledge.

At all times therein mentioned, Affiants inhabited home in Anne Arundel County, Maryland. Property: 1552 PENZANCE WAY, HANOVER, MARYLAND 21076

I, Paula Webber obtained an alleged loan from WORLD SAVINGS BANK, FSB (WSB), September15, 2005. The loan amount was for \$400,000.00 for the purchase of said property listed above. Full purchase price was \$445,000.00. The down payment was \$45,000.00 towards the purchase in an effort to avoid PMI. However, when I went to closing I realized the actual "loan" amount was four hundred and seventeen thousand dollars (\$417,000.00). When I inquired about the increase, I was told by the World Savings representative Leon Spears that "there was a little bit of insurance involved but don't worry about it you won't see an increase in your payments." At closing I also discovered that there were two parts to my "alleged loan." One part referred to as an 80 percent – which would be the larger part of the "alleged" loan" and the other part referred to as the 20 percent. It was months later that I realized the 20 percent portion of the loan was a home equity loan. This was not explained to me at closing. Not understanding fully the mortgage process, I trusted this individual to provide me with correct information about the mortgage. What was not told to me was the 20 percent "loan" would fluctuate up and down depending on some sort of prime index. Payments for this portion started at \$414.00, and often ballooned to more than \$1,500 per month. This was not disclosed to me prior to closing.

At closing, Mr. Spears gave me a large stack of documents to sign. He was rushing for everything to be completed quickly. I remembered my realtor stating to him that he should give us more time to review the paperwork, but he quickly pushed, stating we needed to hurry and close this deal because he had to fax the papers that afternoon to the World Savings in the California office before a certain time.

I signed a Promissory note in the amount of \$417,000 that was ratified at closing and held with Central Processing Center, a title company whose mailing address on recorded Deed of Trust in Anne Arundel County, Maryland is: 840 Main Street, Gaithersburg, Maryland 20878.

I remembered reading the recorded Deed of Trust months later and it stated: "In Return for a loan that I have received..." For some reason, something did not seem right to me because I did not receive funds/money in any form from WORLD SAVINGS BANK, FSB. Such conduct at closing by the title company on behalf of WORLD SAVINGS BANK, FSB constitutes a breach of contract, fraud and concealment, fraud by nondisclosure and fraud in the inducement.

Immediately after the Note and Mortgage was signed, Central Processing Center took possession of both instruments allegedly on behalf of WORLD SAVINGS BANK, FSB. During the course of the alleged loan, I made frequent calls to WORLD SAVINGS BANK, FSB to modify the "loan" because the payments were escalating, especially the 20 percent home equity loan – which I did not understand because no one told me I was taking out a home equity loan. I was turned down numerous times for a modification with WORLD SAVINGS BANK, FSB. It stated they were unable to modify the loan, which was termed: "PICK-A-PAY LOAN", (a 80/20 "loan" that consisted of a Home Equity Line of Credit (HELOC)). On or about October 2006, WACOVIA BANK became the servicer of my "loan." I remembered asking the rep from

Case 1:15-cv-00686-RDB Document 1-2 Filed 03/12/15 Page 2 of 6 Wachovia how they got my loan. The rep stated, "This happens all the time with banks, new servicers take over and service the loans." I again attempted to modify the "loan", this time with WACHOVIA BANK, but was told by several service representatives at WACHOVIA BANK that they did not understand the PICK-A-PAY Loan, it was a WORLD SAVINGS BANK, FSB loan and all they can do is service the "loan", they don't own it —basically they just collect the monthly payments.

On or about January 2009, WELLS FARGO BANK, N.A and WELLS FARGO HOME MORTAGE became the servicer. Again, I ask the question to their rep, "How did you get my loan?" The service reps stated the loan was sold to them and now they are collecting the payments. I immediately tried to get a loan modification. I was denied all opportunity to apply because the service reps stated they did not understand the "loan" – which is a WORLD SAVINGS loan, and they were unable to assist in any refinance or modification processes while this loan exists. During numerous phone calls to WELLS FARGO HOME MORTGAGE, the service reps had difficulty locating my loan number and often questioned whether I had the correct information and asked if I'm sure I have a loan with WELLS FARGO BANK. I told them my loan is with WORLD SAVINGS BANK, and I've now gone through two banks and no one knows anything about my loan, but yet I'm paying my mortgage every month. Service Reps would state that this was a unique loan and WELLS FARGO HOME MORTGAGE had nothing to do with it, they are unfamiliar with it since it is not their loan. In the mean time my payments jumped from \$2,500 to more than \$3,200, with the home equity loan bouncing up and down on a monthly basis.

In April of 2011 after numerous phone calls to WELLS FARGO HOME MORTGAGE for a refinance, they finally sent me an application to apply for the affordable home mortgage program. I was denied within 3 days because they stated they cannot merge the 80/20 loans together and after review I didn't qualify for that program. The rep told me I was basically stuck with the loan for the rest of my life. I send a hardship letter to WELLS FARGO HOME MORTGAGE in May of 2011. They did not respond to this communication. When I phoned WELLS FARGO HOME MORTGAGE about the hardship letter, they informed me that there is nothing they can do since this is not their loan, and further more I was current with my payments and had good credit. I never received any assistance from WELLS FARGO HOME MORTGAGE regarding modification or refinancing of the WORLD SAVINGS loan. I was suffering and could not find relief. The process drained me and caused my hair to fall out and dental issues from all the stress. I was grinding my teeth at night.

After two years of extensive research, I discovered the "note" was illegally severed from the mortgage thus illegally manufacturing a counterfeited asset/mortgage backed security constituting an illegal transaction. The note was converted into a "demand deposit" changing the nature of the instrument from a "draft" into accounts receivable i.e. monetizing the same, and therefore paying for the house in its entirety within 72 hours of closing.

I also discovered a broken chain of title. The original promissory note is the only valid and legally binding Chain of Title for the Deed of Trust. It is a one of a kind instrument and is only enforceable in its whole entirety. When a promissory note is converted into a stock that promissory note no longer exists. It is treated as a security and regulated by the Security Exchange Commission as a security. If a Trust is created to secure a promissory note and that promissory note is sold/securitized, then the Trust is invalid; it secures nothing. Furthermore, the Trustee is not the real and beneficial party in interest because the REMIC does not own the note, the shareholders do. Therefore, the Trustee cannot enforce the promissory note. In this instance, the interest in the promissory note was sold to a REMIC, resulting in a violation of the terms of

Case 1:15-cv-00686-RDB Document 1-2 Filed 03/12/15 Page 3 of 6 the Deed of Trust. Essentially, the lender lost its rights to foreclose because the Deed of Trust is deemed invalid, which compromised the Perfection of Chain of Title.

Moreover, when a loan is securitized, any supposed original promissory note is a counterfeit, not to mention that it is security fraud as well. The bank no longer is a party in interest/ownership of the asset; only the shareholders are the real parties in interest. The bank is merely a servicer and can only collect the money and pass it to the REMIC, in this case (WSB) WORLD SAVINGS REMIC 20; that's the extent of their role. Under Financial Accounting Standards 140, if the lender sells a loan to a REMIC, it forever loses its ability to enforce, control, or otherwise foreclose on property. The loan has been written-off, and it cannot be re-adhered or made whole again.

I hired Forensic Auditing Services in North Carolina to conduct a securitization audit. Their findings stated that the Trustee of the WSB REMIC 20 trust is Bank of New York. The Webber Deed of Trust that was registered and recorded in Anne Arundel County, Maryland is fraudulent in its creation as endorsements was secured by acts of negligence, common law fraud, fraud by non-disclosure, fraud in the inducement, fraud in the execution, usury and breaches of contractual and fiduciary obligations by Mortgagee or Trustee on the Deed of Trust, Mortgage Agents, Loan Originators, Loan Sellers, Mortgage Aggregator, Trustee of pool assets, Trustee or officers of structured investment vehicle, investment banker, trustee of special vehicle/issuer of certificates of asset-backed certificates, seller of asset-backed certificates (shares or bonds), special servicer and Trustee, respectively or certain mortgage loans pooled together in a trust fund.

WORLD SAVINGS BANK, FSB was paid in full at closing. It then sold the loan to the WSB REMIC 20, separating the lien from said security instrument, creating a fatal and irreparable flaw. No valid and timely assignment of any nature was recorded or has been recorded in Anne Arundel County Land Records that shows a valid assignment by WORLD SAVINGS BANK, FSB to any third party or accommodation parties including but not limited to WACHOVIA BANK and WELLS FARGO BANK, N. A. Without such assignment, WELLS FARGO BANK, N.A., has no lawful standing to make a claim against said property as they lack having a vested security interest in the original loan.

Covenant 15 of the Webber Deed of Trust also shows a breach of contract that states: "this security instrument and the secured notes shall be governed by and construed under federal law federal law rules and regulations including those for federally chartered savings institutions, called "Federal Law." The Webber Deed of Trust is governed by Maryland Law and Federal Law, which both require proper recordation of assignments to transfer interest in the Webber Deed of Trust. Judge Hackner for Circuit Court of Arundel County disagreed with this stating no recordation of assignments are necessary in Arundel County. It appears that Arundel County has it own set of rules, contrary to Federal law.

According to Deed of Trust filed in Anne Arundel County, address for WORLD SAVINGS BANK, FSB on filed Deed of Trust in Anne Arundel County is stated as: 1901 Harrison Street, Oakland, California 94612. This information was never changed! No other bank/servicer name has been updated to this document.

On July 23, 2013, WELLS FARGO BANK, N.A., loan servicer with addresses in San Antonio, Texas, Des Moines, Iowa, Atlanta, Georgia, and San Francisco, California, through its law firm, ROSENBERG & ASSOCIATES, et al, registered agents and a third party debt collector, filed a foreclosure action July 2013 on said property in Circuit Court for Anne Arundel County. Included in the foreclosure notice was a sworn <a href="https://doi.org/10.1007/nc.2015/nc.2

Case 1:15-cv-00686-RDB Document 1-2 Filed 03/12/15 Page 4 of 6 BANK, N. A. Mr. Salamanca "SOLEMNLY AFFIRMED under penalties of perjury...." that "Wells Fargo Bank, N.A., directly or through an agent, has possession of the Promissory Note...."...and "herewith is a true and accurate copy of the Note applicable to the present foreclosure action, that Wells Fargo Bank, N.A., is the owner and holder of the loan evidenced by the Note."

Mr. Salamanca's affidavit is flawed because according to the audit of the alleged loan reference no: 0031015621, which originated as a promissory note with WORLD SAVINGS BANK, FSB, it is impossible for the original note (not a copy) to currently be in the hands of WELLS FARGO BANK, N.A and its "agent" today — since it was split from the deed, sold, transferred and securitized into WORLD SAVINGS BANK REMIC 20. An original note cannot be an "accurate copy."

The Securitization report also stated that, "a mortgage does not even become a secured lien until the Deed of Trust is recorded in the county. In this case the Webber Deed of Trust was not filed for record with Anne Arundel County until 10-31-2005, which is already after the WSB REMIC 20 Trust closing date of 10-21-2005, meaning under New York Trust Law the WSB REMIC-20 Trust did not even receive the Webber Deed of Trust and therefore cannot have ever had a secured lien."

WELLS FARGO BANK, N.A also used affidavit from another vice president for loan documentation, Monica I Montalvo Rivas, who appears to be in the same office and location as Jorge Salamanca, and says the same thing as Mr. Salamanca – word for word. Her affidavit was mysteriously signed a month after it was recorded in the foreclosure documents filed in court by ROSENBERG & ASSOCIATES, et al.

WELLS FARGO BANK, N.A., attorney—ROSENBERG AND ASSOCIATES, et al, registered agent acting as a third party debt collector appointed themselves as Successor Trustee attempting to convey a financial interest in said property. This law firm is masquerading as trustee, owner, real estate agent, and debt collector.

WELLS FARGO BANK, N.A., also hired a second law firm, TREANOR POPE & HUGHES, P.A., et al, registered agent, and another third party debt collector. The website for TREANOR POPE & HUGHES, P.A., et al, (http://www.tph-law.com/attorneys.html) notes that the head partner of this firm, Mark C. Treanor, served as General Counsel to WACHOVIA BANK, during the time the alleged loan was being serviced by WACHOVIA BANK. TREANOR POPE AND HUGHES, P.A. et al, showed up in court February 2014, with a pristine white document, —which showed no sign of aging or discoloring, and professed it to be the "original" note that I supposedly signed September 2005. This document they claim to receive from WELLS FARGO BANK, N.A., appears to reference the same "true and accurate copy of the note" that Mr. Salamanca stated under penalties of perjury that he has in his possession. If that was indeed the original note shown to the court, then I should have received a check because the attorney was holding in his possession a cash item. Judge Hackner, for the Circuit Court in Anne Arundel, who did not review the note up close in court, and ruled that the note was real and sided with the attorneys.

WELLS FARGO BANK, N.A, and its attorneys—ROSENBERG & ASSOCIATES, et al, and TREANOR POPE & HUGHES, et al continued to harass me by sending individuals to case the home, take pictures of the property and water meter. They also posted graffiti on the door. Several times these individuals pounded on the door, acting as if they had a right to trespass on the property. I began to fear for my life. One individual who came by the house stated he worked for the bank and was representing ROSENBERG & ASSOCIATES, et al in foreclosing on the home and he came by to start the eviction process. We asked to see his papers and he nervously ran away. We've received robo calls from WELLS FARGO BANK, N.A/WELLS

Case 1:15-cv-00686-RDB Document 1-2 Filed 03/12/15 Page 5 of 6 FARGO HOME MORTGAGE. I asked many times verbally and in writing for them to cease and desist the calls, but they continued to harass me.

In May 2014, ROSENBERG & ASSOCIATES, et al tried to sell said property on the courthouse steps of Anne Arundel County ignoring the fact that the property is owned by a trust. I was forced to file bankruptcy to halt the process. On the bankruptcy forms I listed all dollar figures that were in the foreclosure documents filed by ROSENBERG & ASSOCIATES, et al, including original loan amounts for the 80/20, the outstanding balances listed in the foreclosure document, as well as the bond ROSENBERG & ASSOCIATES, et al posted with the court for the foreclosure. I also filed a motion in Bankruptcy Court to remove all liens associated with said property that was filed in Anne Arundel County by WELLS FARGO BANK, N.A., and ROSENBERG & ASSOCIATES, et al.

June 2014, I attended the creditor's meeting with the bankruptcy trustee. WORLD SAVINGS/WACHOVIA, WELLS FARGO BANK, N.A., ROSENBERG & ASSOCIATES, et al, TREANOR POPE & HUGHES, et al were not in attendance. I received the discharged letter from the bankruptcy court in August 2014 stating all debts were discharged.

In August 2014, WELLS FARGO BANK, N.A sent a letter to me via Federal Express Mail stating they are trying to get in touch with me and I should call them. I did not respond. They continued to use the Postal Service to send me statements of what they claim I owe, with a disclaimer stating they are not trying to violate the laws of bankruptcy, but if I choose to, I can pay any amount listed in the letter.

August 11, 2014, I filed in the open foreclosure case in Arundel County, an Affidavit of Indemnification and Assignment of Reversionary Interest to the United States and Declaration of 12 U.S.C411, 92a § 2, because any encumbrance upon PAULA WEBBER injures paula, naked owner/peaceful inhabitant, and the United States of America. Copy of the filing was sent to WELLS FARGO BANK, NA/WELLS FARGO HOME MORTGAGE, ROSENBERG & ASSOCIATES, et al, and TREANOR POPE & HUGHES, et al, with a copy to the Attorney General of the United States and The Office of the Comptroller the Currency. The court and the attorneys have not addressed this affidavit. A service person from WELLS FARGO HOME MORTGAGE left a message on my phone stating that the court document he received does not resolve the issue, and he will continue to send statements of what I owe. These statements, no bills, continue to come from WELLS FARGO BANK, N.A from their different offices wanting me to send them payments.

In October 2014, I received a correspondence from a law firm, SHAPIRO & BROWN, LLP based in Manassas, Virginia, a registered agent and third party debt collector, who claimed it now represents WELLS FARGO BANK, N.A. for an outstanding debt. I sent them a Proof of Claim letter by registered mail no. RB 772 028 679 US—asking them who they are, what debt are they referring to, what right do they have to contact me, are they acting as the usufruct, what contract do I have with them, why they were not present at the Bankruptcy creditors meeting in June 2014, and to prove they are the injured party. They did not respond point by point and basically ignore all information in the proof of claim, but included a sheet with figures stating I can pay any amount to them. I followed up with a Notice of Default letter to SHAPIRO & BROWN, LLP sent by registered mail no. RB 772 028 682 US, stating they failed to answer the proof of claim. Further mail from SHAPIRO & BROWN, LLC about an alleged debt was return to them with an Affidavit of Acceptance Denied For Cause Without Honor, by certified mail.

In March 2014, I received an envelope from SHAPIRO & BROWN, LLC containing a filing they did on said property removing ROSENBERG & ASSOCIATES, et al, as Trustees and appointing themselves as trustees- in which they claimed I was the grantor. The cover sheet for this document states, "this communication is from a debt collector."

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Said property is in trust to Miah Family Foundation. SHAPIRO & BROWN, LLC
basically ignored trust property and fraudulently filed document in deeds and record of Anne
Arundel County, Maryland. The document also contained language that states, "WELLS FARGO
BANK is in possession of the promissory note which is secured by the aforementioned Deed of
Trust." This is contrary to evidence supported in the securitization audit. I am still unclear of what
promissory note they are referring to because as Mr. Salamanca's affidavit stated, there is a "true
and accurate copy of the note..." This new document was signed by Margaret Njeri Kuria, vice
president for Loan Documentation, WELLS FARGO BANK, N.A.

WELLS FARGO BANK, N.A., et al, WELLS FARGO HOME MORTGAGE, et al, ROSENBERG & ASSOCIATES, et al, TREANOR POPE & HUGHES, et al, and SHAPIRO & BROWN, LLC, et al, all registered agents and third party debt collectors, have no standing in law. These individuals and corporations have conspired together to harm me.

All parties listed in the Lis Pendens conspired to cause me grave financial harm, mental anguish, and emotional distress. They have tried to steal said property, by deception, owned by a trust. I have invested hundreds of thousands of dollars in said property for upkeep and maintenance through the years. This property is for my use and family's use for generations to come. No parties listed on the Lis Pendens invested anything in this property. The mortgage servicers, banks, and attorneys have not proven their secured interest in the property; they have not stated a claim where relief can be granted, and neither have they proven they are the injured party.

Invoking All Rights
1st famler Jahr, Authory Hegent
Paula Webber, Naked Owner
18/ Kanner Janes Lathoryd Art
Kenneth Sander, Naked Owner 1123 State Route 3 North, Ste 244
ambrills, MARGLAND 21054
240-351-8998

Acknowledgement

State of Maryland

Notary Public (Seal)